

# EXHIBIT A

**Congress of the United States**  
**Washington, DC 20515**

December 15, 2021

Dan Schulman  
President and CEO, PayPal  
2211 N 1st St  
San Jose, CA 95131

Dear Mr. Schulman,

We write to express concern about PayPal's role in the spread of COVID-19 disinformation. As you know, more than 800,000 Americans have died from COVID-19. The majority of these deaths have come after the approval of safe, free, and effective vaccines. Throughout this pandemic, it is our opinion that your company has played a role in financing vaccine disinformation spreaders. We believe PayPal should consider banning the use of its online payments system on websites that perpetuate dangerous lies about COVID-19 treatment and immunization.

President Biden has called upon social media platforms to take responsibility for any role they play in the spread of disinformation. The Center for Countering Digital Hate published its Disinformation Dozen report that cites the websites of the National Vaccine Information Center (NVIC) (Barbara Loe Fisher, Joseph Mercola), Organic Consumers Association (OCA) (Joseph Mercola), and the Informed Consent Action Network (ICAN) (Del Bigtree) as leading contributors to COVID-19 disinformation. As of this writing, all of these websites process donations to their organizations through PayPal, as well as major credit cards. While PayPal is not the sole payment system for these websites and individuals, we believe the platforms would have fewer available funding mechanisms without access to PayPal technology to process donations.

These websites promote recommendations that nonpartisan public health institutions like the Centers for Disease Control and Prevention (CDC) have stated could result in severe disease and death. One Mercola article claimed that hydrogen peroxide—which the CDC says can cause gastrointestinal embolism and respiratory paralysis if ingested<sup>1</sup>—can “successfully treat most viral respiratory illnesses, including coronavirus.” This article was shared on Facebook thousands of times. Moreover, ICAN and the NVIC have claimed the virus is a hoax and that the vaccines are deadlier than the disease itself. For reference, the CDC has yet to detect any patterns for deaths following immunization. We are concerned that PayPal funds this disinformation by providing a means by which the owners of these platforms can collect payments.

PayPal and other leading financial technology companies have already banned payments to entities that spread disinformation. After the deadly insurrection on January 6, Stripe ceased processing donations to the Trump Campaign. PayPal deactivated the accounts of some groups that were

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<sup>1</sup> Agency for Toxic Substances and Disease Registry. (2002). *Division of Toxicology ToxFAQs* (CAS #7722-84-1). U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. <https://www.atsdr.cdc.gov/toxfaq/tfact174.pdf>.

coordinating payments to support the rioters' actions on Capitol Hill.<sup>2</sup> We believe that PayPal's deactivation of the accounts of the "Disinformation Dozen" would not be an attempt to curb free speech, but rather a decision consistent with the company's previous actions to protect public safety.

We appreciate your full and fair consideration of our concerns.

Sincerely,



Jake Auchincloss  
Member of Congress



Stephen F. Lynch  
Member of Congress

/s/

Eddie Bernice Johnson  
Member of Congress

James P. McGovern  
Member of Congress

Adam B. Schiff  
Member of Congress

Raúl M. Grijalva  
Member of Congress

Emanuel Cleaver, II  
Member of Congress

Henry C. "Hank" Johnson, Jr.  
Member of Congress

Dina Titus  
Member of Congress

Eric Swalwell  
Member of Congress

Brendan F. Boyle  
Member of Congress

Mark DeSaulnier  
Member of Congress

Ted W. Lieu  
Member of Congress

Seth Moulton  
Member of Congress

Kim Schrier, M.D.  
Member of Congress

Mondaire Jones  
Member of Congress

Marie Newman  
Member of Congress

Ritchie Torres  
Member of Congress

<sup>2</sup> Crighton, D. (2021, January 9). *The deplatforming of President Trump*. TechCrunch. <https://techcrunch.com/2021/01/09/the-deplatforming-of-a-president/>

# **EXHIBIT B**

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July 26, 2021  
6:03 PM UTC  
Last Updated 2  
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Finance

# PayPal to research transactions that fund hate groups, extremists

2 minute read

Anna Irrera



A smartphone with the PayPal logo is placed on a laptop in this illustration taken on July 14, 2021. REUTERS/Dado

LONDON, July 26 (Reuters) - PayPal Holdings Inc (PYPL.O) is partnering with non-profit organisation the Anti-Defamation League (ADL) to investigate how extremist and hate movements in the United States take advantage of financial platforms to fund

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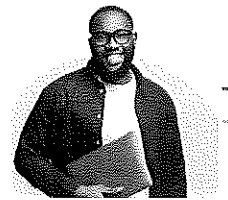
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The initiative will be led through ADL's Center on Extremism, and will focus on uncovering and disrupting the financial flows supporting white supremacist and anti-government organizations.

It will also look at networks spreading and profiting from antisemitism, Islamophobia, racism, anti-immigrant, anti-Black, anti-Hispanic and anti-Asian bigotry.

The information collected through the initiatives will be shared with other firms in the financial industry, law enforcement and policymakers, PayPal said.

Over the years, the San Jose, California-based company has developed sophisticated systems to help prevent illegal activity and flows through its platform. It hopes to have a positive social impact by sharing some of its capabilities, Aaron Karczmer, PayPal's chief risk officer and executive vice president, risk and platforms said.

"We're hoping to have impact on fighting hatred and extremism, which sadly seems to be surging in society across the globe," Karczmer said in an interview. "As the son of a Holocaust survivor I know all too well the real world impact that come from hatred and extremist groups."

In 2020, PayPal teamed up with criminologists and academics to research the payment systems used in the trafficking of illegal firearms and has partnerships with non-profit group Polaris to combat human trafficking through a joint Financial Intelligence Unit.

Over the past several years, PayPal has also been taking action against businesses peddling extremism that were attempting to use its platforms. [read more](#)

As part of the new initiative, PayPal and ADL will

also work with other civil rights organizations, including the League of United Latin American Citizens.

"We have a unique opportunity to further understand how hate spreads and develop key insights that will inform the efforts of the financial industry, law enforcement, and our communities in mitigating extremist threats," said Jonathan Greenblatt, ADL's CEO.

(This story refiles to remove "blocking" from headline)

Reporting by Anna Irrera Editing by Mark Potter

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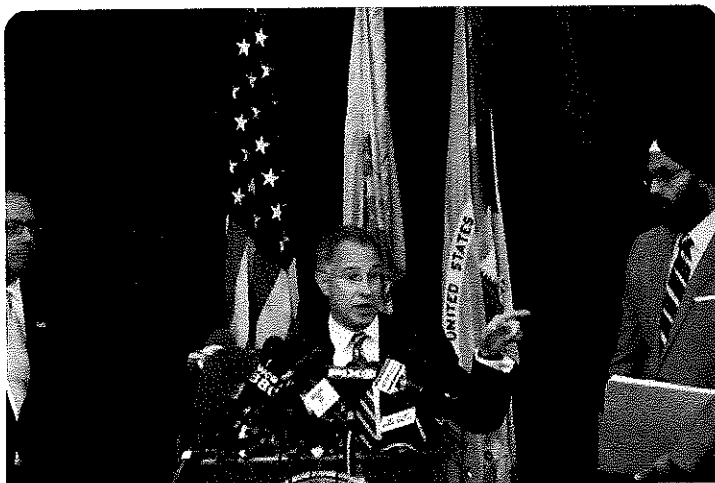
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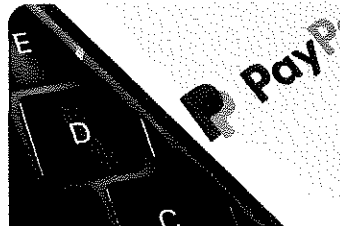
### Finance



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## Wall Street enforcement to get tougher as SEC's new top cop gets to work

When former New Jersey Attorney General Gurbir Grewal starts work at the U.S. Securities and Exchange



Finance

**PayPal to research transactions that fund hate groups, extremists**

6:06 PM UTC



Finance

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6:07 PM UTC



# EXHIBIT C



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## **Electronic Communication Delivery Policy (E-Sign Disclosure and Consent)**

Last Update: November 16, 2020

This policy describes how PayPal delivers communications to you electronically. We may amend this policy at any time, as set forth in the [PayPal User Agreement](#).

### **Electronic delivery of communications**

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your PayPal branded accounts ("Account") and your use of our services. Communications include:

- agreements and policies you agree to (e.g., the PayPal User Agreement and the PayPal Privacy Policy), including updates to these agreements or policies;
- annual disclosures, including prospectuses and reports for PayPal Funds;
- transaction receipts or confirmations;
- Account statements and history;
- federal and state tax statements we are required to make available to you; and
- any other Account, PayPal Funds account, or transaction information.

We will provide these Communications to you by posting them on the PayPal website and/or by emailing them to you at the primary email address listed in your PayPal profile.

### **Hardware and software requirements**

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- a computer with an Internet connection;
- a current web browser that includes 128-bit encryption (e.g. Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled;

- Adobe Acrobat Reader version 8.0 and above to open documents in .pdf format;
- a valid email address (your primary email address on file with PayPal); and
- sufficient storage space to save past Communications or an installed printer to print them.

We will notify you if there are any material changes to the hardware or software needed to receive electronic Communications from PayPal. By giving your consent you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Communications for your records. You may print or save a copy of these Communications for your records as they may not be accessible online at a later date.

## **How to withdraw your consent**

You may withdraw your consent to receive Communications electronically by writing to us at "Attn: Electronic Communications Delivery Policy, P.O. Box 45950, Omaha, NE 68145-0950", or by contacting us via the "Contact Us" link at the bottom of each page of the PayPal website. If you fail to provide or if you withdraw your consent to receive Communications electronically, PayPal reserves the right to either deny your application for an Account, restrict or deactivate your Account, close your Account and any sub-account (such as a Student Account), or charge you additional fees for paper copies.

After you consent to receive Communications electronically, you may withdraw your consent to receive IRS Form 1099-K electronically by contacting us as described above. You will continue to receive all your other Communications electronically, but we will send your Form 1099-Ks to you by U.S. mail.

## **Requesting paper copies of electronic Communications**

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 180 days of the date we provided the Communication to you by contacting us as described above. We will send your paper copy to you by U.S. mail. In order for us to send you paper copies, you must have a current street address on file as your "Home" address in your PayPal profile. If you request paper copies, you understand and agree that PayPal may charge you a Records Request Fee for each Communication. The Records Request Fee will not be charged if you request a Form 1099-K in paper form; for all other Communications, the Records Request Fee is set out in Section 8 of the User Agreement.

## **Updating your contact information**

**It is your responsibility to keep your primary email address up to date so that PayPal can**

**communicate with you electronically.** You understand and agree that if PayPal sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, PayPal will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add PayPal to your email address book so that you will be able to receive the Communications we send to you.

You can update your primary email address or street address at any time by logging into the PayPal website, going to "My Account", and selecting the "Profile" tab. If your email address becomes invalid such that electronic Communications sent to you by PayPal are returned, PayPal may deem your Account to be inactive, and you will not be able to transact any activity using your PayPal Account until we receive a valid, working primary email address from you.

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# EXHIBIT D

From: Brian Wilkins <support@veracityobjectives.com>  
To: service@paypal.com <service@paypal.com>  
Subject: Re: We couldn't process your recurring payment  
Date: 17-08-2021 09:37:01 ((CDT))

I will be filing a lawsuit if you send one more spam email.

On 08/17/2021 9:35 AM service@paypal.com <service@paypal.com> wrote:

Hello, Veracity Objectives LLC.



## We couldn't process your recurring payment

We cannot process the following recurring payment. We will try again in five days

Profile ID: [REDACTED]

For: The COVID Blog

Date Due: Aug 17, 2021

Next Payment Date: Aug 22, 2021

Buyer Contact Information

Profile Status: Active

Buyer Name: [REDACTED]

Buyer Email: [REDACTED]



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PayPal is committed to preventing fraudulent emails. Emails from PayPal will always contain your full name. [Learn to identify phishing](#)

Please don't reply to this email. To get in touch with us, click **Help & Contact**.

Not sure why you received this email? [Learn more](#)

Copyright © 1999-2021 PayPal, Inc. All rights reserved. PayPal is located at 2211 N. First St., San Jose, CA 95131.

PayPal PPC002250:1.1:638aecb10dd78

# EXHIBIT E

Veracity Objectives LLC



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Brian Wilkins

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## Message Center

[New Message](#)

**Brian Wilkins**

Email address

8/22/21

**From:** Brian Wilkins

**Email address**

8/22/21 at 05:54 AM



Print

We continually receive spam emails from your company. Please cease sending your email spam to us as we no longer do business with PayPal. You are violating Iowa Code Chapter 714E.1 and we will pursue legal action if we receive just one more spam email or any email from you. Consider this a Notice of Claim. Veracity Objectives, LLC. Legal Team



# EXHIBIT F

From: Veracity Support <support@veracityobjectives.com>  
To: service@paypal.com <service@paypal.com>  
Subject: Re: We couldn't process your recurring payment  
Date: 08.09.2021 05:29:33 ((CDT))

→ STOP SPAMMING US! ←

On 09/08/2021 5:23 AM service@paypal.com <service@paypal.com> wrote:

Hello, Veracity Objectives LLC.



## We couldn't process your recurring payment

We cannot process the following recurring payment. We will try again in five days

Profile ID: I-K5LN54JEHTOM

For: The COVID Blog

Date Due: Sep 8, 2021

Next Payment Date: Sep 13, 2021

Buyer Contact Information

Profile Status:

Buyer Name: [REDACTED]

Buyer Email: [REDACTED]



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PayPal is committed to preventing fraudulent emails. Emails from PayPal will always contain your full name. [Learn to identify phishing](#)

Please don't reply to this email. To get in touch with us, click **Help & Contact**.

Not sure why you received this email? [Learn more](#)

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PayPal PPC002260;L1:6e9e920ac554c

# **EXHIBIT G**

**(TO BE FILED UNDER SEAL AT  
REQUEST OF THE COURT)**

# EXHIBIT H

Brian Wilkins  
304 S. Jones Blvd. #1576  
Las Vegas, NV 89107  
support@veracityobjectives.com  
702-218-3225

## **American Arbitration Association**

### ***RE: Brian Wilkins v. Paypal, Inc., AAA Case # 01-22-0000-9181***

This communication is to inform all parties that 1) a concurrent action related to the claims in this arbitration is being filed in the US District Court for the Northern District of California as PayPal is still sending spam emails to the Claimant, thus creating new claims, and 2) that the Claimant hereby formally objects to Stephen D. Marso ("Marso") continuing as arbitrator in this matter due to his and PayPal counsel Tara Z. Hall's ("Hall"), failure to disclose past and present professional relationships, and the evident partiality thereof. 9 U.S.C. § 10(a)(2).

### **New claims**

The controversy herein is that PayPal continues sending spam emails to the Claimant despite service of a Notice of Claim in November 2021 and commencement of arbitration in March 2022. The Claimant continues receiving spam emails from a company that 1) voluntarily and on its own volition, terminated a former business relationship with the Claimant on August 9, 2021 (thus there is no further reason to communicate other than via attorneys) and 2) PayPal has been formally and informally instructed more than five times to cease sending anymore email communication of any kind to the Claimant. Yet Claimant continues receiving these emails, with the latest coming in May 2022. PayPal simply will not remove the Claimant's email address from its system, as requested, without an enforceable injunction from a federal judge.

### **Evident partiality**

It has been discovered that arbitrator Marso and PayPal counsel Hall failed to disclose a past and/or present professional relationship, pursuant to R-18(4). Hall and Marso are both fellows for the Iowa Academy of Trial Lawyers, a nonprofit that selects fellows "by invitation only, upon sponsorship and recommendation from peers."<sup>1</sup> Further, Marso referred to Hall as "Tara" twice during the scheduling call with the Claimant on August 4, 2022, indicating familiarity and partiality.

Canon II(2) of the The Code of Ethics for Arbitrators in Commercial Disputes, promulgated by the American Bar Association and the American Arbitration Association

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<sup>1</sup> <https://iowaacademyoftriallawyers.com/academy-fellows/>

("AAA"), requires arbitrators to disclose "any known existing or past...business, professional or personal relationships which might reasonably affect impartiality or lack of independence in the eyes of any of the parties."

There are 250 lawyer fellows with the Iowa Academy of Trial Lawyers, which represents only 3% of all Iowa licensed attorneys. 88 of those, including Hall and Marso, are from the Des Moines area and represent 1% of all Iowa attorneys. Both attorneys, without the need of investigation, knew of this relationship and failed to disclose it.

In the "General Arbitrator Oath Form" dated June 17, 2022, to the AAA, Marso was asked (at #3):

Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work?

He answered no.

In the "General Arbitrator Oath Form" dated June 17, 2022, Marso was asked (at #15):

Are you aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality?

He answered no.

## **Conclusion**

At best, Marso and Hall misled the Claimant and AAA in their disclosures, and at worst, were untruthful in their disclosures. At the very least, pursuant to R-19(1) of the AAA Consumer Arbitration Rules, Claimant requests that Marso be disqualified as arbitrator in this matter.

Regardless, both actions in the Northern District of California and with the AAA, will run concurrent for the time being.

Sincerely,

/s/Brian A. Wilkins

# EXHIBIT I





AMERICAN  
ARBITRATION  
ASSOCIATION

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION

P.O. Box 19609  
Johnston, RI 02919

September 21, 2022

Brian Wilkins  
Veracity Objectives, LLC.  
304 S. Jones Blvd.  
1576  
Las Vegas, NV 89107  
Via Email to: support@veracityobjectives.com

Tara Z. Hall, Esq.  
Davis Brown Koehn Shors & Roberts, PC  
215 10th Street  
Suite 1300  
Des Moines, IA 50309  
Via Email to: Tarahall@davisbrownlaw.com

Case Number: 01-22-0000-9181

Brian Wilkins  
-vs-  
Paypal, Inc.

Dear Parties:

After careful consideration of the parties' contentions, the American Arbitration Association (the AAA) has determined that Arbitrator Stephen Marso will be removed as an arbitrator in the above matter. We are in the process of appointing another Neutral and will forward their Notice of Appointment and disclosures upon receipt.

Sincerely,  
/s/  
Pro Se Manager 2  
Manager of ADR Services  
Email: ProSeManager2@adr.org  
Fax: (866)644-0234

# EXHIBIT J



AMERICAN  
ARBITRATION  
ASSOCIATION

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION

P.O. Box 19609  
Johnston, RI 02919

November 8, 2022

Brian Wilkins  
Veracity Objectives, LLC.  
304 S. Jones Blvd.  
1576  
Las Vegas, NV 89107  
Via Email to: support@veracityobjectives.com

Tara Z. Hall, Esq.  
Davis Brown Koehn Shors & Roberts, PC  
215 10th Street  
Suite 1300  
Des Moines, IA 50309  
Via Email to: Tarahall@davisbrownlaw.com

Case Number: 01-22-0000-9181

Brian Wilkins  
-vs-  
Paypal, Inc.

Dear Parties:

After careful consideration of the parties' contentions, the American Arbitration Association (the AAA) has determined that Mollie Palowsky will be removed as an arbitrator in the above matter. We are in the process of appointing another Neutral and will forward their Notice of Appointment and disclosures upon receipt.

Sincerely,

Pro Se Manager 2  
Manager of ADR Services  
Email: ProSeManager2@adr.org  
Fax: (866)644-0234

Supervisor Information: Pro Se Director, Prosedirector@adr.org

# EXHIBIT K

**BEFORE THE AMERICAN ARBITRATION ASSOCIATION  
Commercial Arbitration Tribunal**

<b>BRIAN A. WILKINS</b>  Claimant,  v.  <b>PAYPAL, INC.,</b>  Respondent.	AAA No. 01-22-0000-9181  <b>Rulings on Dispositive Motions  Orders of Dismissal</b>
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This arbitration was assigned to the undersigned on January 5, 2023, after the disqualification of a previous arbitrator. A preliminary hearing was held with the parties wherein the parties requested this arbitrator rule on the pending dispositive motions. It was agreed another status hearing would be held if needed after the arbitrator reviewed the pending motions. The undersigned makes the following **DECISION and ORDER:**

1. Dispositive Motions were filed with the previous arbitrator and needed resolution:
  - a. PayPal's Motion for Summary Judgment
  - b. Wilkins' Counter-Motion for Summary Judgement

- c. Wilkins' Motion to dismiss PayPal's Counterclaim based on res judicata/issue preclusion.
  - d. PayPal's Motion for Summary Judgment supporting its Counterclaim.
2. This case originated with PayPal kicking Wilkins out of PayPal. Following this action, PayPal continued to email Wilkins to windup his account with Papal and notify him of its continuing to receive money from Wilkins' customers for their purchases.<sup>1</sup> Wilkins adequately summarized the current status of this arbitration:

When it's all said and done, the Claimant accepted PayPal's right to shut down his account on August 9, 2021. He didn't fight it at all because the User Agreement says PayPal has that right; and the two parties could have quietly parted ways.

3. Wilkins brought this arbitration seeking \$100,000 damages for the emails received from PayPal trying to wrap up Wilkins's account. Wilkins has submitted 190 pages of emails in support of his claims. The arbitrator has reviewed the emails. Wilkins claims these emails were spam and violated state laws concerning spam or junk emails. Wilkins attempted to stop PayPal

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<sup>1</sup> January 14, 2021, Wilkins, on behalf of Veracity Objectives, LLC, opened the PayPal account. Throughout this decision the arbitrator will refer to the LLC and Wilkins as "Wilkins."

from sending these emails but was unsuccessful. The email communications received by Wilkins were not spam or advertising, but rather, were legitimate and reasonable communications with Wilkins concerning his account and the trailing consequences of his internet sales. PayPal had no choice in this regard, as they continued receiving payments from Wilkins' customers.

4. **PayPal's Motion for Summary Judgement.** The parties agreed Delaware law applied to any legal disputes concerning this contract. Wilkins claims PayPal violated California and Nevada state laws pertaining to spam. Even if these other states' laws applied to the relationship and communications between PayPal and Wilkins, since the communications sent to Wilkins were not advertising in any way, those statutes are not implicated. Also, Wilkins' breach of contract claim fails as a matter of law because there has been no showing Paypal breached any provision in the parties' agreement. PayPal has substantially performed all of its contractual obligations. Paypal's Motion for Summary Judgment is **GRANTED**. Wilkins' claim is **DISMISSED with prejudice**.

5. **Wilkins' Counter-Motion for Summary Judgement.** Wilkins asks that Summary judgment be granted regarding the choice of law that applies in interpreting the parties' contract. The parties agreed in their agreement:

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this user agreement, the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this user agreement and any claim or dispute that has arisen or may arise between you and PayPal.

The choice of law does not matter in this case. There has been no evidence of a violation of California or Nevada law. There has been no showing that the choice of law provision should be voided – the parties agreed. There has not been any legal challenge to the Delaware clause as to unconscionability, estoppel, or waiver. Wilkins' Counter-Motion for Summary Judgment is **DENIED**.

**6. Wilkins' Motion to dismiss PayPal's Counterclaim based on res judicata/issue preclusion.** Wilkins argues resjudicata should stop Paypal from claiming Wilkins was in breach of some policy resulting in his removal from PayPal. This is not an issue in this arbitration. The legal requirements of resjudicata have not been satisfied. Finally, the parties agreed in their contract the doctrine does not apply:

The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different PayPal customers, but is/are bound by rulings in prior arbitrations involving the same PayPal customer to the extent required by applicable law.



Wilkin's Motion to dismiss Paypal's Counterclaim is **DENIED**.

**7. PayPal's Motion for Summary Judgment supporting its Counterclaim.**

Paypal seeks liquidated damages, as described in the agreement. This provision is not a proper or valid liquidated damages clause. The PayPal customer agreement is a penalty and cannot be enforced. PayPal's Counterclaim is **DENIED**. PayPal's Counterclaim is **DISMISSED with prejudice**.

**8. Costs are assessed as paid by the parties.**

February 23, 2023

/S/ Michael J. Streit

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Michael Streit, AAA Arbitrator